

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
Ned Hoffman and Philip Dean Lapsley

Serial No. 09/398,914

Examiner: Evens J. Augustin

Filed: September 16, 1999

Art Unit: 3621

Confirmation No.: 1647

For: SYSTEM AND METHOD FOR PROCESSING TOKENLESS
BIOMETRIC ELECTRONIC TRANSMISSIONS USING AN
ELECTRONIC RULE MODULE CLEARINGHOUSE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER TO OBVIATE
A DOUBLE PATENTING REJECTION

I, Perry Ashley, Vice President of YT ACQUISITION CORPORATION, the owner, having a place of business at 211 South Ridge Street, Rye Brook, New York 10573, assignee of the entire right, title and interest of the above-described U.S. patent application Serial No. 09/398,914, filed September 16, 1999, by virtue of the assignment from the inventors Ned Hoffman and Philip Dean Lapsley to SmartTouch, Inc., recorded at Reel/Frame 011057/0344 (3 pages) on August 21, 2000; subsequent name change from SmartTouch, Inc. to Veristar Corporation, recorded in Reel/Frame 0120010/0454 (22 pages) on July 24, 2001, and subsequent name change from Veristar Corporation to Indivos Corporation, said document recorded in Reel/Frame 012263/0077 (4 pages) on October 15, 2001, and subsequent merger of Indivos Corporation; Indivos Acquisition Corp. and Solidus Networks, Inc. into Indivos Corporation, recorded in Reel/Frame 013862/0618 (5 pages) on August 11, 2003, and by virtue of the Asset Sale and Purchase Agreement dated March 28, 2008, from Solidus Networks, Inc., d/b/a/ Pay By Touch; Pay By Touch Checking Resources, Inc.; Indivos Corporation; Checkelect, Inc.; ATMD Acquisition Corp. and Seven Acquisition Sub., LLC. to YT ACQUISITION CORPORATION; said Agreement recorded in Reel/Frame 021502/0001 (110 pages) on September 9, 2008 represents that I am empowered to sign on behalf of assignee. I hereby disclaim, except as provided below, the terminal part of the statutory term of any patent granted

on the instant application which would extend beyond the expiration date of the full statutory term of prior patent No. 6,012,039, as the term of said prior patent is defined in 35 U.S.C. 154 and 173, and as the term of said prior patent is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of the term of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 and 173 of the prior patent, "as the term of said prior patent is presently shortened by any terminal disclaimer," in the event that said prior patent later expires for failure to pay a maintenance fee; is held unenforceable; is found invalid by a court of competent jurisdiction; is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321; has all claims canceled by a reexamination certificate; is reissued; or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

The undersigned is an attorney of record for the instant application.

Attached is the fee prescribed under 37 CFR 1.20(d).

Respectfully submitted,

60460

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By

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